

Eagle Grove

IUOE #234 (Mixed)

7/1/2005 6/30/2007

AGREEMENT

BETWEEN

CITY OF EAGLE GROVE

AND

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 234

JULY 1, 2005

to

JUNE 30, 2007

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## PREAMBLE

THIS AGREEMENT is entered into by and between the City of Eagle Grove, Iowa, hereinafter referred to as "Employer" or "City", and the International Union of Operating Engineers, Local 234, of Des Moines, Iowa, hereinafter referred to as "Union".

## ARTICLE 1 - RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 6758, dated January 9, 2004, to-wit:

INCLUDED: All regular full-time employees of the City of Eagle Grove in the classification of: police sergeant, police officer, mechanic, equipment operator, cemetery sexton, waste water assistant, water assistant, meter reader, recreation director, and parks superintendent.

EXCLUDED: Police chief, assistant police chief, finance officer, deputy clerk, waste water superintendent, water superintendent, street superintendent, public works director, EMS director, library employees and all other city employees excluded by Iowa Code Section 20.4.

Section 2. The parties further agree that those employees added to or deleted from the bargaining unit by the Public Employment Relations Board during the effective period of this Agreement shall be recognized thereafter as included or excluded within the bargaining unit, as the case may be, pursuant to the Board's certification.

Section 3. Temporary, part-time or seasonal employees shall not acquire benefits, rights or seniority under the terms and provisions of this Agreement.

Section 4. Supervisory employees who are not members of the bargaining unit may perform work normally done by bargaining unit employees. It is agreed that the work performed by the supervisor will not result in any bargaining unit employee working less than their regularly scheduled shift as a result of the supervisor's work.

## ARTICLE 2 - WORK STOPPAGE

Section 1. The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

Section 2. The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, or any other action which interrupts or interferes with the operations of the Employer.

Section 3. No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing which interrupts or interferes with the operations of the Employer.

Section 4. In the event of a violation of Section 3 of this Article, or of Section 12 of the Act by an employee, the Union agrees that it will take immediate, affirmative steps with the employee involved, including but not limited to sending out letters, bulletins, telegrams and public announcements, and to

calling employee meetings to bring about an immediate resumption of normal work.

Section 5. In the event of a violation of a section above, all legal censures of the Act shall apply.

### ARTICLE 3 - DUES CHECK OFF

Section 1. The Employer will make monthly deductions from the first paycheck of the month from the wages of each employee covered by the Agreement if the employee provides the Employer with a written authorization therefor. The deductions will be for monthly Union dues in the amounts certified in such authorizations or as the same may be modified by written notification from the Union. The Employer will remit the withheld money to the Treasurer of the Union, along with a list of employees from whom Union dues were withheld.

Section 2. Any authorization may be revoked by an employee at any time upon thirty (30) days' written notice to the City and shall automatically be cancelled upon termination of employment.

Section 3. The Union agrees to indemnify and hold the Employer harmless against any claim of an employee or against any liability found against the Employer arising out of the operation of this Article. Nothing herein shall be construed as creating any obligation on the part of the Employer for the payment of any Union dues or deductions on behalf of the employee.

Section 4. Existing bulletin boards at points normally accessible to employees may be used for the posting of notices of union meetings and other proper matters pertaining to union activities, provided the notices are removed immediately following the meeting or activity.

#### ARTICLE 4 - SENIORITY

Section 1. Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent date of hire in the department and becomes applicable immediately following completion of the six-month probationary period.

Section 2. The seniority of an employee shall terminate if the employee quits for any reason, including retirement; is discharged, fails to report to work after notice of recall within the time limit set out in this Agreement; is laid off for a period exceeding twelve (12) months; is absent from work for two (2) consecutive workdays without notice to and approval by the Employer, unless evidence satisfactorily to the Employer clearly provides that the employee was physically unable to give notice to the Employer; fails to report to work on the next scheduled workday following completion of a leave of absence; engages in other work for pay while on unpaid leave of absence without the written approval of the Employer; or gives a false reason for obtaining leave of absence.

Section 3. If there is a position vacancy in any bargaining unit position, and if the Employer makes a decision to fill that position, the Employer shall post a notice of such position vacancy for five (5) working days during which time a present employee may apply for such vacancy and will be given consideration, provided that the employee meets the position qualifications established by the Employer. When more than one present employee applying for the vacancy is equally qualified, as determined by the City, seniority shall govern. The City will not act in an arbitrary or capricious manner in determining the qualifications of the employees.

Section 4. An employee who transfers to a vacant position shall be provided a training period of up to thirty (30) days from the date of the transfer. If the City determines that the employee is not qualified to perform the job duties within the thirty (30) days, the employee may be permitted to transfer back to his or her former position, without loss of seniority, provided it is still vacant. If the position is not vacant, the employee may transfer into any vacant position for which he or she is qualified, without loss of seniority.

#### ARTICLE 5 - PROCEDURE FOR STAFF REDUCTION

Section 1. In the event that the Employer determines that an employee is to be laid off, the Employer agrees to notify the Union as far in advance as possible, but no less than thirty (30)



days, except when the layoff is caused by events beyond the control of the Employer, so that the parties may discuss alternatives.

Section 2. In the event the Employer determines that an employee must be laid off within a department, the Employer shall consider qualifications and seniority, and if qualifications are equal between or among affected employees within the department, seniority shall govern. A temporary or part-time employee performing duties within the department from which the employee has been or is to be laid off, is to be laid off first, in that order.

No temporary or part-time employee shall have any right of recall.

The City will not act in arbitrary or capricious manner in determining the qualifications of its employees.

Section 3. The Employer agrees, insofar as is possible, to give at least thirty (30) calendar days' notice to an employee who is to be laid off, except where the staff reduction is caused by events beyond the control of the Employer.

Section 4. Within a department, an employee will be returned to work in the reverse order in which that employee was laid off. No new employee will be hired for a job in that department until an employee laid off from that department has failed to comply with a notice of recall, unless the period of layoff exceeds twelve (12) months.

Section 5. An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail, return receipt requested, to the employee's latest advised address.

Section 6. An employee shall report to work within seven (7) calendar days after notice of recall is mailed, unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report on said later effective date.

Section 7. The City will post all job openings to which a transfer may be made. Such postings shall occur within five (5) working days after knowledge of the City of such job opening and remain posted for a minimum of five (5) days. The posting shall contain the job, title, pay scale, requirements and the date that such position will be filled.

#### ARTICLE 6 - JOB CLASSIFICATION & ASSIGNMENT

Section 1. If an employee is specifically requested to work in a higher rated job classification for any period exceeding twenty (20) consecutive days within the contract year, the employee shall receive at least the minimum hourly rate for the higher rated job classification effective on the twenty-first (21st) day that the employee so works, and shall be returned to the regular rate of pay upon completion of the temporary assignment.

#### ARTICLE 7 - HOURS OF WORK

Section 1. The Employer shall establish the hours of work within groups and shifts as determined by it to best provide the service to be rendered and to accommodate the public being served.

The hours shall set forth the normal work day, work week and work

schedule but shall not be construed as a guarantee of hours of work per day, per week or per schedule, or days of work per week or per schedule. Schedules may be changed at the discretion of the City to meet unintended or unanticipated conditions and work loads.

Section 2. It is also understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any employee and the employee shall be required to work at times as scheduled by the Employer.

Section 3. The normal work week for full-time employees consists of forty (40) hours during a defined period. The normal work schedule will normally be as follows:

Street Department	7:00 a.m.-4:00 p.m.
Wastewater Department	7:00 a.m.-4:00 p.m.
Parks Department	7:00 a.m.-4:00 p.m.
Cemetery Department	7:00 a.m.-4:00 p.m.
Water Department	7:30 a.m.-4:30 p.m.

The Street Department, Park Department and Cemetery Department normal work week is Monday through Friday but may vary depending on the scheduled activities within the Department. The Recreation Department, Water Department, Wastewater Department and Police Department work hours will vary depending on the schedule of activities within each respective department.

Police officers working in the field will work 10-hour shifts unless otherwise specified by the Chief.

Section 4. Normally, there will be a one-hour unpaid lunch period available for each employee, including police officers not in the field. Police officers working in the field will receive a paid lunch break of one (1) hour. All employees shall have a 15-minute paid rest period during each one-half shift.

Breaks should be arranged so that department functions are properly covered and be taken in such space where working employees will not be disturbed. The time limit specification in this section shall include travel time to and from the work site. Times and arrangements for lunch and rest periods may vary.

## ARTICLE 8 - OVERTIME/CALL-BACK/COMPENSATORY TIME

### A. Overtime

Section 1. Overtime for employees other than police officers shall be defined as any time properly authorized or approved by the Employer in excess of the employee's normal forty (40) hour work week. Overtime for police officers shall be defined as any time properly authorized or approved by the employer in excess of eighty-six (86) hours in a two-week period. An employee shall be required to work such overtime as the employer requires. Overtime may be permitted without advance authorization for police officers, provided the officer provides the proper documentation showing the need for overtime and that advance authorization was not possible.

Section 2. No employee shall be paid or otherwise compensated more than once for work performed, nor shall pay, compensation or benefits be pyramided.

Section 3. Overtime shall not be used to punish or reward employees.

Section 4. In determining whether an employee is entitled to overtime, all hours in pay status will be counted as hours worked in the computation of hours in determining overtime.

Section 5. Overtime shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate of pay, as set out in Appendix A.

#### B. Call-Back Time

Section 1. An employee who is called back to work by the Employer shall receive a minimum of one (1) hour pay at the employee's appropriate rate of pay. The minimum does not apply when an employee is called back to work within one (1) hour of the employee's regular starting time, or is required to stay over beyond the employee's regular quitting time.

#### C. Compensatory Time

Section 1. An employee may choose compensatory time off in lieu of payment for overtime under the following conditions.

Section 2. An employee desiring compensatory time off rather than payment shall so notify the Employer prior to the cutoff period for computing wages for the period in which the payment would ordinarily have been made.

Section 3. The Employer will post a record of the compensatory time which an employee has earned or used, monthly in the City Clerk's Office, and the employee may request to see such record at any reasonable time.

Section 4. Compensatory time will be accrued in an amount directly comparable to the amount which the employee would have

been paid. If an employee is entitled to an hour of pay at the overtime rate, but chooses compensatory time, the employee will be credited with one and one-half (1-1/2) hours of such time.

Section 5. Compensatory time off will be granted at the time selected by the employee, so long as it does not conflict with the operation of the Employer.

Section 6. An employee may accrue a maximum of forty (40) hours of compensatory time off. The employee may be permitted to exceed the maximum compensatory time accrual, when it is mutually agreed upon by the employee and the employee's immediate supervisor in consultation with the City Administrator. It is the policy of the Employer to require that compensatory time off be used as soon as is reasonably possible after it has accrued.

#### ARTICLE 9 - HOLIDAYS

Section 1. The following ten (10) days are designated as holidays, to-wit: New Year's Day, President's Day, Good Friday (half day), Memorial Day (last Monday in May), Independence Day, Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday of November), Friday following Thanksgiving Day, Veterans Day, Christmas Eve (half day), Christmas Day, New Year's Eve (half day), and personal floating holiday (2) - after twelve (12) months of continuous employment with the City. The floating holidays will accrue on the employee's anniversary date and must be used prior to the next anniversary date.

Section 2.

a. Except for the Police Department, if a holiday falls on Saturday, the preceding Friday shall be observed as the holiday and if a holiday falls on Sunday, the following Monday shall be observed as the holiday.

b. The floating holidays shall be scheduled by the employee with the approval of the Department Head and must be taken within the year earned or be forfeited.

Section 3. In order to be eligible for receiving holiday pay, an employee must have been in the employ of the Employer for not less than the duration of the employee's probationary period and, unless excused, must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday. An employee who is on lay-off, disability, workers compensation, discharged, or who is under suspension is not eligible for holiday pay.

Section 4. If an employee is required to work on an observed holiday, the employee shall receive one and one-half (1-1/2) times the regular rate of pay for all hours worked on the holidays described above.

When a police officer works a holiday, they will receive holiday pay as set forth above or be allowed to add ten (10) hours to their holiday bank, as long as the police officers are working 10-hour shifts; other wise, the officers will receive eight (8) hours added to the holiday bank. An officer not working the holiday will be allowed to add eight (8) hours to their holiday bank. The officer must use all accumulated holiday hours prior to

the end of the contract year, or the hours will be forfeited. The holiday bank existing on July 1, 2005, for each officer will be paid out in the first pay period of July, at the officer's then current hourly rate.

Section 5. In the event a holiday occurs within an employee's vacation period, such day will be counted as a holiday, and not as a day of vacation.

Section 6. An employee shall endeavor to give at least forty-eight (48) hours notice before taking any personal floating holidays. This time requirement may be waived by the Employer for good cause shown by the employee.

#### ARTICLE 10 - VACATIONS

Section 1. All full-time employees are eligible for paid vacation based upon their anniversary dates of hire, as follows:

<u>Length of Continuous Employment</u>	<u>Vacation</u>
After completing 1 year	40 hours
After completing 2 years	80 hours
After completing 7 years	120 hours
After completing 12 years	160 hours

Section 2.

A. Employees are required to file a request for vacation leave with their department head no less than fourteen (14) days prior to the time the vacation is desired. Vacation time shall be taken in one (1) hour increments. The time of each vacation shall be determined by the needs of the City and as approved by the department head. When scheduling conflicts arise, the most senior employees shall have first choice of vacation.



Section 3. All vacation time, except eighty (80) hours, must be used during the succeeding twelve (12) months after it is earned. Eighty (80) hours of vacation may be banked for use during the next year. All vacation hours over eighty (80) will be lost if not taken before the employee's anniversary date. However, if an employee is required to work during a scheduled vacation due to demands within the department, the employee may be permitted to carry over such unused vacation upon written approval of the City Administrator.

Except in instances specifically approved by the City Administrator, the chaining of the use of vacation credits with previously earned vacation credits shall not be permitted. In effect, an employee cannot run together two consecutive years of vacation credits without prior approval of the City Administrator.

Section 4. Upon termination of employment for any reason after the employee's first year of service, an employee shall receive a lump sum payment for unused earned vacation. Payment of all unused vacation shall be included in the employee's final paycheck. Computation of the employee's vacation pay shall be on the basis of the employee's regular rate of pay, applicable at the time of separation.

Section 5. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer. The Employer will not act arbitrarily or capriciously in the denial of a vacation request.

Section 6. In the event a holiday occurs within an employee's vacation period, such day will be counted as a holiday, and not as a day of vacation.

Section 7. The most senior employee will be given preference for vacation selection; however, if a less senior employee submits a vacation request first, that employee will be given preference for the vacation selection.

#### ARTICLE 11 - LEAVES OF ABSENCE

##### A. Sick Leave

###### Section 1.

a. Sick leave may be used for physical incapacitation, personal illness and injury, including medical and dental appointments during work hours, enforced quarantine of the employee in accordance with community health regulations, and illness of emergency nature to members of the employee's immediate family living in the employee's household, subject to the provisions set out hereinafter. Sick leave will not be allowed if an employee is injured while gainfully employed by a different employer who should be covered by workers compensation.

b. An employee may use the employee's available sick leave per contract year, to be used, if it is necessary, for the care of a sick member of the employee's immediate family living in the employee's household. The employee must use available compensatory time and holiday time before using sick leave for family illness as

described above. The employee may be required to provide a physician's certificate explaining the reason for the absence.

Section 2. An employee shall accumulate eight (8) hours of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of nine hundred sixty (960) hours.

Section 3. Any employee having five (5) or more consecutive days leave due to illness may be requested to provide a physician's certificate explaining the reason for the absence. The Employer shall notify the employee of the need to present a certificate prior to returning to work. The doctor's certificate must be obtained by the employee at the employee's cost.

Section 4. In the event an employee must use sick leave, the employee shall provide the City with as much advance notice as possible, but at least one (1) hour before the employee's scheduled time to report to work, and will indicate to the Employer the nature of the illness and the expected duration of the employee's absence. If no one is present to take the phone call in the department one (1) hour prior to the beginning of the employee's scheduled shift, the employee shall contact the City at the start of the shift. Failure to do so may result in the loss of sick leave payment, and the time off will be without pay. It is the responsibility of the employee to keep his or her department head informed each day of absence chargeable to sick leave.

Section 5. When an employee retires under circumstances qualifying for social security retirement benefits, the employee will receive one (1) day's pay for every four (4) days of accumulated sick leave, up to a maximum of thirty (30) days pay.

No other termination of employment will entitle an employee to any sick leave payout.

Section 6. An employee may use sick leave to the extent it is available to supplement any payment received for an on-the-job injury for the Employer after the employee has used all available holiday and compensatory time. If an employee elects in writing to use sick leave in any period for which an employee is receiving worker's compensation benefits for an on-the-job injury for the Employer, the Employer shall pay to such employee the amount by which such weekly compensation is exceeded by the amount which such employee would have been entitled to receive as gross pay for the same period as sick leave under this contract. During the statutory waiting period, an employee may elect in writing to use sick leave to the extent it is available. Any amounts paid to an employee under this section shall be chargeable against the employee's sick leave.

Section 7. Sick leave shall be taken in increments of at least one (1) hour at a time. An employee on sick leave shall receive the regular employee's rate of pay as set out in the Appendix.

Section 8.

a. After an employee has accumulated more than nine hundred sixty (960) hours of sick leave, the employee is permitted the option of trading the excess hours over the accumulated nine hundred sixty (960) hours for additional time off, at the rate of four (4) hours sick leave for one (1) hour of time off. Any sick leave time traded in for additional time off must be used within

one (1) year or the time is lost. Employees who have over forty (40) hours of compensation or holiday time, not including vacation, built up, may not apply for this sick leave trade-in.

b. Employees who wish to receive sick leave from another employee must submit a request to receive transferred leave to his or her department head. The request must be recommended for approval or denial by the employee's department head and the City Administrator. All personal time, including vacation, comp time and holidays must be exhausted prior to requesting donated sick leave. Donated leave may be used for both personal illness and the care of a sick member of the employee's immediate family living in the employee's household, or a child with whom the employee has visitation and custodial rights.

c. Employees who wish to voluntarily donate leave may donate up to a maximum of forty (40) hours sick leave in a calendar year, in four-hour increments, provided that the employee will have a sick leave bank of at least forty-five (45) days following the sick leave donation. At the end of the absence, any remaining transferred leave will be transferred back to the employee who donated it on a prorated basis, rounding to the nearest half hour.

The maximum amount of transferred leave cannot exceed the number of days until the employee is eligible for long-term disability benefits.

## B. Funeral Leave.

Section 1. An employee will be granted four (4) days of leave to attend the funeral of the employee's spouse, child, step-child, parent, step-parent, brother or sister.

Section 2. An employee will be granted three (3) days of paid leave in order to attend the funeral of the employee's mother-in-law, father-in-law, son-in-law or daughter-in-law.

Section 3. An employee will be granted two (2) days of paid leave to attend the funeral of the employee's brother-in-law, sister-in-law, grandparent, grandparent-in-law, aunt, uncle, niece, nephew, grandchild, step-brother, step-sister, guardian or ward.

Section 4. An employee who gives the City a false reason to obtain any leave of absence will be subject to discipline.

## C. Jury Duty

Section 1. An employee who is summoned for jury duty shall receive a paid leave of absence for the time the employee spends on such duty. Said employee shall turn over to the Employer jury service fees.

Section 2. An employee released from jury duty within the employee's scheduled work hours must notify his or her supervisor of the release from jury duty; however, the employee will not be required to return to work if there is less than two (2) hours remaining in the scheduled work day.

Section 3. If an employee is subject to call for jury duty, the employee shall promptly notify the Department Head.

#### D. Military Leave

Section 1. The Employer shall comply with the statute (§29A.28, The Code) granting leave of absence for military pay, as the same may be amended from time to time.

#### E. Medical Leave Act

Employees of the City are entitled to a family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family and Medical Leave Act of 1993, as amended, and regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract.

#### F. Personal Leave

Section 1. A general leave of absence without pay is a predetermined amount of time off from work, for whatever purpose, which has been requested by an employee who has completed the probationary period and which has been approved by the Employer in writing. The employee will be given a copy of the authorization. Upon termination of such leave of absence, the employee shall return to work in the same step or capacity as when the employee left.

Section 2. An illness or rehabilitation leave of absence without pay is an undetermined amount of time off from work without pay if the employee is unable to return to work after exhausting sick leave, vacation leave, and any unused compensatory time. An employee anticipating such leave shall present a doctor's statement verifying that the employee's condition incapacitates the employee

from working and shall present a doctor's statement setting the date when the employee is able to return to work. Unless the employee returns to work on that date, or on a later date, by reason of written extension granted by the Employer based on medical grounds, the employee shall be considered to have voluntarily resigned. This leave of absence without pay status may extend only for a period of not to exceed four (4) calendar months, except that any state or federal statute or regulation requiring greater time off without pay than is provided in this Section shall be followed.

An employee who is unable to return to work within the four (4) month period shall be considered to have voluntarily resigned at the end of that period. Thereafter such an employee may submit an application to the city for employment in any position the employee is qualified to fill, provided that such application shall include a physician's certification that the employee is physically able to perform the duties of the position applied for. Such an employee will have preference in being hired over any new hire for such position if qualified and physically able to perform.

Section 3. In the event an employee fails to return to work at the end of any leave of absence without pay, the employee shall be deemed to have voluntarily resigned on the last day of such leave, unless such failure to return to work is excused by the Employer. In the event an employee becomes gainfully employed while on leave of absence, the employee shall be considered to have voluntarily resigned.



Section 4. During a leave of absence without pay, the employee:

a. must pay group hospital premiums falling due during any month the employee is not on the payroll, unless the Employer is required to pay such premium under the Family Medical Leave Act;

b. must pay premiums for coverage under any group life insurance plan;

c. shall not receive any other job benefits or allowances;

d. shall not acquire additional seniority;

e. shall not earn holiday leave, vacation leave, sick leave or any other leave.

The Employer may make an exception in writing to any of the above conditions (a-e) for leaves not exceeding thirty (30) days.

## ARTICLE 12 - GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute between the Employer and the Union or any employee with regard to the interpretation, application or violation of any of the expressed terms and provisions of this Agreement.

Section 2. A grievance that may arise shall be processed and settled in the following manner:

Step I. An employee who has a grievance shall notify orally the employee's Department Head within seven (7) calendar days after the occurrence of the event giving rise to the grievance. The Department Head shall investigate the grievance and shall issue a decision in writing within a period of seven (7) calendar days.

The failure of the Department Head to issue a written decision within said seven (7) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

Step II. If the grievance is not settled in Step I, the aggrieved employee may present the grievance in writing to the City Administrator within seven (7) calendar days after the answer of the Department Head was given or was due, whichever is later. The grievance shall be signed by the employee and shall state specifically the facts of the alleged violation and the provisions of the Agreement that are in dispute, together with a statement from the employee specifying what relief or remedy is desired. The City Administrator shall investigate the grievance and issue a decision in writing within a period of seven (7) calendar days. The failure of the City Administrator to issue a decision within said seven (7) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

Step III. If the grievance is not settled in Step II, the Union may appeal to arbitration. The Union shall within seven (7) calendar days from the date that the City Administrator's answer was given or was due, whichever is later, request arbitration by written notice submitted to the City Administrator, and signed by the Union. After the Union has appealed the grievance to arbitration and before the parties have selected an arbitrator, the parties may submit the grievance to grievance mediation through PERB. If the mediation is unsuccessful in resolving the dispute, the parties will proceed to selecting an arbitrator. When a timely request has been made for arbitration, a representative of the

Employer and the Union shall attempt to select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within five (5) calendar days of the Employer's receipt of the arbitration notice, unless the parties agree to mediation, the Union may request the Public Employment Relations Board to submit a list of five (5) grievance arbitrators.

Upon receipt of the list, the appealing party shall strike one name and thereafter, each party shall alternately strike a name from the list and the fifth and remaining person shall act as arbitrator.

Section 3. Whenever an individual employee has a grievance as set out above, the employee is entitled to be represented by the Union if the employee so chooses, at any Step of the proceedings and must be represented by the Union in Step III. The Union may also process the grievance on its own.

Section 4. The failure of an employee, or the Union, to appeal a grievance to the next step within the applicable times specified above, shall bar an employee and the Union from appealing the grievance further, and any such grievance shall be considered as abandoned and finally settled.

Section 5. The failure by the Employer to reply within the applicable times as specified above, shall be deemed a denial of the grievance which may then be appealed by the employee or the Union to the next step.

Section 6. Time limits referred to above may be waived or extended at any time by mutual agreement between the Employer and the aggrieved employee and the Union, in writing.

Section 7. An arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award within twenty (20) working days, unless an extension of time is granted by the parties. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator within the scope of the arbitrator's authority shall be final and binding upon the Employer, the employee, and the Union. Any decision rendered shall not be retroactive, beyond the date on which the alleged grievance occurred.

Section 8. The Employer and the Union shall share equally any joint cost of the arbitration procedure, such as the fees and expenses of the arbitrator, the court reporter, if one is desired by the arbitrator, and the cost of a hearing room and transcript. Any other expenses will be paid by the party incurring them.

## ARTICLE 13 - INSURANCE

### A. Hospital and Medical Insurance

Section 1. The Employer shall maintain for each employee a hospital and medical insurance policy with coverage comparable to the policy presently in existence. However, the final decision as to the carrier shall be made by the Employer and shall not be grievable. The employee will contribute 10% of the monthly premium cost per month for a single policy and shall pay all deductible cost or co-insurance cost as set out in the insurance policy.

#### Section 2.

a. An employee may elect to cover the employee's family under the health and accident insurance policy. Effective July 1, 2005, the employee will contribute ten percent (10%) of the monthly premium cost per month toward the cost of said dependent coverage, and the employee shall pay any deductible cost or coinsurance cost as set out in the policy. Effective July 1, 2006, the employee will contribute eleven percent (11%) of the monthly premium cost per month toward the final cost of said dependent coverage, and the employee shall pay any deductible cost or coinsurance cost as set out in the policy. Dependent coverage is the difference between the single premium and the family premium. The employer shall pay the remaining premium cost.

Section 3. Coverage of an employee and family, if so elected, shall begin as set out in the policy, but no sooner than thirty (30) days after the employee begins employment with the City, and

coverage will be in accordance with and to the extent provided under the terms of the policy.

Section 4. Flexible Benefits. Employees may make tax exempt contributions under an approved Section 125 flexible benefit plan (cafeteria plan). Tax exempt contributions may be utilized to pay for an employee's out-of-pocket health insurance premiums, dependent care expenses and a medical reimbursement account. The flexible benefits plan document will be made available at City Hall for further review of details pertaining to the flexible benefit plan.

#### B. Dental Insurance

All employees will be eligible to apply for the City's self-funded dental plan. An employee may be reimbursed up to \$400.00 per year for dental expenses for the individual employee or the employee's dependents. No portion of the available money will carry over from year to year, and the employee must present paid receipts as proof of the services received or have the dental provider bill the City directly for the services. Coverage under this plan is terminated on the employee's last day at work.

#### C. Life Insurance

Section 1. The Employer shall maintain a group term life insurance policy for each employee in the face amount of Ten Thousand Dollars (\$10,000.00) at no cost to the employee.

Section 2. Coverage of an employee shall begin as set out in the policy, but no sooner than thirty (30) days after the employee begins employment with the City, and coverage will be in accordance

with and to the extent provided under the terms of the policy.

#### ARTICLE 14 - HEALTH AND SAFETY

Section 1. The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety. The City agrees to continue to provide a reasonably safe work environment, and employees agree to follow all necessary safety precautions at work.

Section 2. The Employer shall be responsible for providing safety or protective clothing and equipment, which the Employer requires the employee to wear or to use, except as set out in Sections 4 and 5.

Section 3. Safety or protective clothing and equipment furnished by the Employer shall be used properly and the employee shall return to the Employer such clothing and equipment at such time as the employment is terminated.

Section 4. Each employee working in the Street Department, Recreation Department, Cemetery Department, Parks Department, Water Department and Sewer Department will receive a uniform allowance of Two Hundred Fifty Dollars (\$250.00) per year. Police officers will receive a uniform allowance of Four Hundred Dollars (\$400.00) per year. The uniform allowance must be used for the purchase of work clothes approved by the City. The City will provide a clothing benefit of One Hundred Dollars (\$100.00) two (2) months after the employee begins employment with the

City, and the remaining allowance will be paid after the employee reaches the employee's six-month anniversary with the City.

#### ARTICLE 15 - WAGES/SUPPLEMENTAL PAY

Section 1. The regular rate of pay for each employee is set out in Appendix A which is attached hereto and by this reference made a part hereof.

Section 2. Any employee whose pay is in dispute, or the employee's representative, shall have the right to examine at reasonable times the time sheets and other records pertaining to the computation of the pay of that employee.

Section 3. Longevity. Employees will be paid longevity pay in the amount of \$4.00 per month after the first year of service and an additional \$4.00 per month for each year of service thereafter, and an additional \$4.00 per month for each year of service thereafter, up to a maximum of twenty-five (25) years of service. The longevity pay will start on the first pay period following the anniversary date of the employee.

#### ARTICLE 16 - GENERAL CONDITIONS

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.



Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. The City shall furnish the Union with a fully executed copy of this Contract.

Section 4. Failure of the City or the Union to enforce any term, condition or provision of this Agreement on one or more occasions shall not be deemed a waiver of such term, condition or provision. No term, condition or provision of this Agreement shall be deemed waived by the City or the Union unless such waiver is reduced to writing and executed by both parties. If such waiver is agreed upon, it shall apply only to the specific case for which the waiver is given and shall not be construed as a general or absolute waiver of the term, condition or provision which is the subject matter of the waiver.

#### ARTICLE 17 - EFFECTIVE PERIOD

Section 1. This Agreement shall be effective July 1, 2005, and shall continue through June 30, 2007.

Section 2. A party seeking a continuance of the contract shall cause a written notice to be served on the other party by September 15th of the year prior to the time when a continuance is desired, and shall indicate at that time whether modifications are desired. Accordingly, if a continuance of the contract is requested for the fiscal year beginning July 1, 2007, notice must

be given prior to September 15, 2006, and negotiations will commence after the notice is received.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 7 day of March, 2005.

CITY OF EAGLE GROVE

By: Ronald Berg  
Mayor

ATTEST: [Signature]  
City Clerk

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 234

By: Kevin Hofhauser  
Business Representative

By: [Signature]  
Business Manager

By: \_\_\_\_\_

## APPENDIX A

### Wages

Effective July 1, 2005, employees will receive a wage increase of three percent (3%) added to his or her wages.

Effective July 1, 2006, employees will receive a wage increase of three percent (3%) added to his or her wages.

### WAGES

	<u>7/1/05</u> 3%	<u>7/1/06</u> 3%
Baker, Bryan	14.36	14.79
Boyd, Wayne	15.13	15.58
Demory, David	16.26	16.75
Farwell, Greg	14.39	14.82
Haglund, Mike	14.86	15.30
Hanson, Steven	14.68	15.12
Jorgensen, Tom	12.01	12.37
Lunda, Robert	13.89	14.31
McDaniel, Rick	16.18	16.66
McGrath, John	12.82	13.20
Meyer, Brandon	14.68	15.12
Phillips, Kevin	12.23	12.60
Swalin, Tim	13.71	14.12